

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 19 OCT 01		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) SPEC. NO. 1221	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. DACW05-01-B-0005
		X	9B. DATED (SEE ITEM 11) 25 SEP 2001
			10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A
			10B. DATED (SEE ITEM 13) N/A
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
NAPA RIVER FLOOD PROTECTION PROJECT, DEMOLITION FOR CONTRACT 1B AND 2 EAST
NAPA RIVER, CALIFORNIA

NOTE: THE BID OPENING DATE HAS BEEN EXTENDED TO 01 NOV 01 @ 1:00 PM.

1 ENCL

1) REVISED PAGES: SF 1442 (2 PAGES), 00100-9, AND 00700-156

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

FAX: (916) 557-7854, Attn: Mr. James Garror

E-MAIL: jgarror@spk.usace.army.mil AND lhales@spk.usace.army.mil.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0214-4582 DIRECTIONS FOR SUBMITTING BIDS/PROPOSALS (APR 1992)

Envelopes containing bids/offers must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. DACW05-01-B-0005
Bid Opening/Offer Closing Date: **01 NOV 01**
Bid Opening/Offer Closing Time: 1:00 PM (LOCAL TIME)

ADDRESS ENVELOPES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
Corps of Engineers
ATTN: Contracting Division, Room 870
1325 J Street
Sacramento CA 95814-2922

Handcarried bids/proposals must be delivered to:

Room 870, Contracting Division Plan Room, at the above address by the date and time stated above.

Bidders/Offerors are cautioned to allow sufficient time for submission of handcarried bids/proposals. Security measures have been employed which will require all bids/proposals to be scanned prior to being submitted to the plan room depository. These measures are considered to be necessary to insure the safety of our personnel.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (JUL 1995)

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Attachments, Preaward Survey). The Preaward Survey is attached to the solicitation for information purposes only. It will be required from only the low bidder. After the Bid Opening, the Government will request this information from the low bidder if the low bidder has not had a contract with

after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)

Should this contract be terminated as provided in clause EFARS 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.0211-4852 PERFORMANCE PERIOD (OCT 1992)

The Contractor shall complete the entire work ready for use not later than the number of calendar days after the date of receipt of Notice to Proceed as set out in the Completion Schedule below (calendar days are not to be added together):

Completion Schedule:

Calendar Days After

Description

Date of Receipt of
Notice To Proceed

(1) Asbestos & Lead Abatement; Demolition & Removal of Structures, Utilities & Other Items, Regrading & Reseeding 170 days